IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMM. FOR JUDGMENT NO.506 OF 2003

IN

SUMM.SUIT NO.985 OF 2004

Ritaben Vinod Bhadra .. Plaintiff

versus

M/s Angel-2 NX & ors .. Defendants

...

Mr.L.H.Rambhia for Plaintiff.

Mr.Tushar Dahibavkar for Defendants.

CORAM : D.G. KARNIK, J

DATED : 5th April 2005.

P.C:-

1. Heard learned counsel for the plaintiff. Mr Tushar Dahibavkar learned Advocate for the defendants reports no instructions. Learned counsel for the plaintiff hands in the affidavit of service. The affidavit is taken on record and marked Exhibit A.

Learned counsel for the plaintiff also hands in the compilation of documents. The documents are taken on record and collectively marked B. I have perused the plaint and the documents filed on record.

2. The defendant no. 1 is a partnership firm and defendant nos. 2 to 7 are its partners. For valuable consideration the defendant no. 1 through its partner defendant no.3 executed two promissory notes dated 30th January, 2002 and 7th February, 2002 for the sum of Rs.1,00,000/- each. The defendants failed and neglected to make the payment despite advocate’s notice of demand dated 19th October, 2003. The original promissory notes and office copies of the notice of demand and acknowledgment are filed on record.

3. In the absence of any affidavit in reply, the averments made in the plaint are deemed to be admitted. The plaintiff is entitled to a decree under order 37 Rule 3 (6) of the Code of Civil Procedure. Summons for Judgment is made absolute and suit of the plaintiff is decreed as follows :

" The defendants shall pay to the plaintiff a

sum of Rs.2,47,000/- together with interest on the principal sum of Rs. 2,00,000/- at 12 % p.a. from the date of the suit till payment and all costs of the suit. "

D.G.KARNIK, J